



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

July 7, 2005

IN REPLY PLEASE

REFER TO FILE: **PD-2**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LOIS EWEN SCENIC OUTLOOK PROJECT
PROPOSED MOUNTAINS RESTORATION TRUST-COUNTY
COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 3
4 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the project to construct the Lois Ewen Scenic Outlook at the intersection of Saddle Peak Road and Schueren Road and to create and grade a disposal site at the trailhead on Stunt Road at Culvert Marker 2.54 for future parking is exempt from the California Environmental Quality Act.
2. Approve and instruct the Chair of the Board to sign the cooperative agreement with the Mountains Restoration Trust for the project. The agreement provides for the Mountains Restoration Trust to finance and perform the engineering for the proposed disposal site at Culvert Marker 2.54 and to allow the County to deposit storm-generated debris fill material from the Santa Monica Mountains area at that location with the County to grade the disposal site for parking purposes. The agreement also provides for the Mountains Restoration Trust to perform all work necessary to construct the Lois Ewen Scenic Outlook. The County will contribute \$40,000 toward the cost of constructing a turnout for the scenic outlook.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Mountains Restoration Trust and the County propose to construct the Lois Ewen Scenic Outlook at the intersection of Saddle Peak Road and Schueren Road and to create and grade a disposal site at the trailhead on Stunt Road at Culvert Marker 2.54 for future parking.

Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Service Excellence. By constructing the scenic outlook, motorists who use the outlook will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

The County's share of the project cost is \$40,000. Funding for this project is included in the proposed Fiscal Year 2005-06 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement, which has been approved as to form by County Counsel, provides for the Mountains Restoration Trust to finance and perform the engineering for the proposed disposal site at Culvert Marker 2.54 and to allow the County to deposit storm-generated debris fill material from the Santa Monica Mountains area at that location with the County to grade the disposal site for parking purposes. The agreement also provides for the Mountains Restoration Trust to perform the preliminary engineering and all work necessary to construct the Lois Ewen Scenic Outlook. The Mountains Restoration Trust will be responsible for acquiring all necessary permits for the disposal site and the scenic outlook.

The Honorable Board of Supervisors
July 7, 2005
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ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. Based on the scope of work, the proposed project is categorically exempt pursuant to Class 1(x) of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Class 1(c) of the California Environmental Quality Act guidelines.

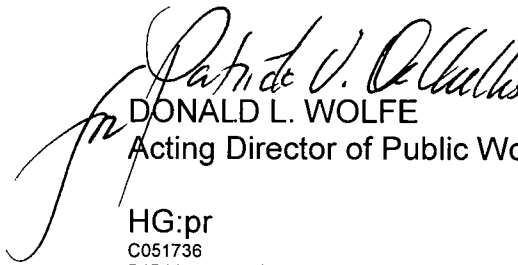
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed improvements are needed and of general County interest.

CONCLUSION

Enclosed are two copies of the agreement, which have been approved by the Mountains Restoration Trust and approved as to form by County Counsel. Upon approval, please return the copy marked "TRUST ORIGINAL" to us for processing together with one adopted copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,


DONALD L. WOLFE
Acting Director of Public Works
HG:pr
C051736
P:\PDPUB\VPB&C\BOARD LETTERS\Lois Ewen Outlook w disposal.doc

Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the Mountain Restoration Trust, a California Public Benefit Nonprofit Organization, hereinafter referred to as "TRUST," and the County of Los Angeles, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E I H

WHEREAS, TRUST and COUNTY propose to construct a scenic outlook at the intersection of Saddle Peak Road and Schueren Road that includes an interpretive center, hardscaping, and a turnout, which is hereinafter referred to as "SCENIC OUTLOOK"; and

WHEREAS, TRUST and COUNTY propose to utilize property owned by TRUST on Stunt Road at Culvert Marker 2.54 for a disposal site and a future parking area, which is hereinafter referred to as "DISPOSAL SITE"; and

WHEREAS, SCENIC OUTLOOK and DISPOSAL SITE are together hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is within the jurisdictional boundaries of COUNTY; and

WHEREAS, PROJECT is of general interest to COUNTY and TRUST; and

WHEREAS, COUNTY has agreed to contribute an amount of Forty Thousand and 00/100 Dollars (\$40,000.00) towards the cost of constructing the turnout for SCENIC OUTLOOK, provide survey for design purposes for PROJECT, and finance CONSTRUCTION OF DISPOSAL SITE, as more fully set forth herein; and

WHEREAS, TRUST is willing to finance cost of SCENIC OUTLOOK in excess of COUNTY'S contribution and finance ENGINEERING OF DISPOSAL SITE, as more fully set forth herein; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by TRUST and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. "CONSTRUCTION OF DISPOSAL SITE," as referred to in this agreement, shall consist of depositing storm-generated debris fill material from the Santa Monica Mountain area and the grading of that debris to form a level area for parking; and

- b. "ENGINEERING OF DISPOSAL SITE," as referred to in this AGREEMENT, shall consist of the preparation of grading plans including required materials, labor, specifications, and cost estimates; utility engineering; and acquisition of corresponding approvals for all necessary work prior to construction of DISPOSAL SITE.

(2) TRUST AGREES:

- a. To perform or cause to be performed all work necessary for the completion of SCENIC OUTLOOK at no cost to COUNTY except as specifically provided herein.
- b. Before advertising for construction bids, to apply for and obtain from COUNTY all necessary permits authorizing TRUST to construct SCENIC OUTLOOK within COUNTY highway right of way.
- c. To finance cost of SCENIC OUTLOOK in excess of COUNTY'S contribution of Forty Thousand and 00/100 Dollars (\$40,000.00).
- d. Upon COUNTY agreement, that all work for SCENIC OUTLOOK, constructed within COUNTY highway right of way, was constructed in accordance with the approved grading plans and the permit(s) issued to TRUST by COUNTY to construct said improvements, to maintain in good condition all work, except pavement improvements, constructed as part of SCENIC OUTLOOK within COUNTY right of way at TRUST'S expense.
- e. To perform or cause to be performed the ENGINEERING OF DISPOSAL SITE at no cost to COUNTY.
- f. To permit COUNTY to utilize DISPOSAL SITE for placement of storm-generated debris fill material from the Santa Monica Mountain area in accordance with approved grading plan.
- g. Upon COUNTY'S completion of CONSTRUCTION OF DISPOSAL SITE, per the approved grading plans, to maintain DISPOSAL SITE in good condition at TRUST'S expense except the roadway culvert constructed within TRUST property.
- h. To issue temporary construction and permanent drainage easements necessary for the extension of the existing road culvert within DISPOSAL SITE.

(3) COUNTY AGREES:

- a. To finance the cost of constructing the turnout for SCENIC OUTLOOK, up to a maximum amount of Forty Thousand and 00/100 Dollars (\$40,000.00), and to deposit this amount with TRUST following the opening of construction bids and upon demand by TRUST.

- b. To provide survey for design purposes for SCENIC OUTLOOK at no cost to TRUST.
- c. To appoint TRUST as COUNTY'S attorney-in-fact for the purpose of representing COUNTY in all negotiations pertaining to the advertisement of SCENIC OUTLOOK for construction bids, award and administration of the construction contract, and in all things necessary and proper to complete SCENIC OUTLOOK.
- d. Upon receipt of application from TRUST and approval of construction plans for SCENIC OUTLOOK, to issue TRUST a no-fee permit(s) authorizing TRUST to construct those portions of SCENIC OUTLOOK within COUNTY highway right of way.
- e. Upon COUNTY agreement, that all work for SCENIC OUTLOOK, constructed within COUNTY highway right of way, was constructed in accordance with the approved grading plans and the permit(s) issued to TRUST by COUNTY to construct said improvements, to maintain in good condition all pavement constructed as part of SCENIC OUTLOOK within COUNTY right of way at COUNTY'S expense.
- f. To perform or cause to be performed CONSTRUCTION OF DISPOSAL SITE at no cost to TRUST.
- g. To only deposit storm-generated debris fill material from the Santa Monica Mountain area at DISPOSAL SITE.
- h. To finance and prepare legal descriptions for acquisition of permanent drainage easements necessary for extension of existing road culvert within DISPOSAL SITE to accommodate the placement of storm-generated debris fill material.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. During construction of SCENIC OUTLOOK, COUNTY will furnish an inspector or other representative to inspect construction of SCENIC OUTLOOK at no cost to TRUST.
- b. This AGREEMENT shall run with the land and shall be binding upon TRUST and TRUST'S successors or assigns.
- c. When DISPOSAL SITE reaches finished grade levels as indicated in the approved grading plan, COUNTY will no longer deposit debris at DISPOSAL SITE.
- d. All work done by TRUST will be subject to approval by COUNTY.

- e. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and TRUST. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of COUNTY'S Director of Public Works and TRUST'S President or their delegates.
- f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

TRUST:

Mr. Stephen Harris, President
Mountains Restoration Trust
3815 Old Topanga Canyon Road
Calabasas, CA 91302

COUNTY:

Mr. Donald L. Wolfe
Acting Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- g. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of TRUST under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of TRUST under this AGREEMENT prior to the completion, approval, and/or acceptance by COUNTY of the same. It is also understood and agreed that pursuant to Government Code, Section 895.4, TRUST shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of TRUST under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of TRUST under this AGREEMENT prior to the completion, approval, and/or acceptance by the COUNTY of the same.
- h. Neither TRUST nor any officer or employee of TRUST shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT prior to the completion, approval, and/or acceptance by TRUST of the same. It is also understood and agreed that pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold TRUST harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the MOUNTAIN RESTORATION TRUST on June 15, 2005, and by the COUNTY OF LOS ANGELES on _____, 2005.

COUNTY OF LOS ANGELES

ATTEST:

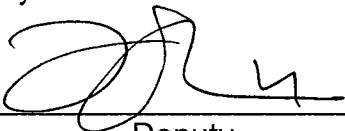
By _____
Chair, Board of Supervisors

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

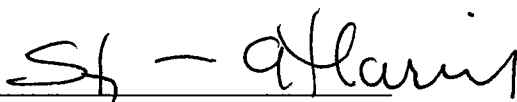
By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

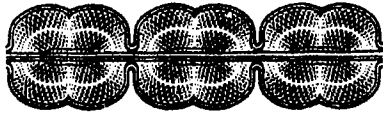
MOUNTAIN RESTORATION TRUST

By  _____
Stephen Harris, President

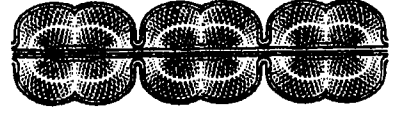
By  _____
Jo Kitz, Secretary

NOTE: All signatures must be witnessed by
Notary. (Attach appropriate jurat)

CALIFORNIA



ALL-PURPOSE



ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

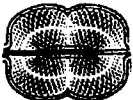
COUNTY OF Los Angeles)

On June 15, 2005 before me, Debra Anne O'Hare, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

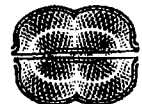
personally appeared, Stephen Harris and Jo Kitz
personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/
they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Debra Anne O'Hare (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION



TITLE OR TYPE OF DOCUMENT _____

DATE OF DOCUMENT _____ NUMBER OF PAGES _____

SIGNER(S) OTHER THAN NAMED ABOVE _____